

Panaji, 5th February, 2015 (Magha 16, 1936)

SERIES II No. 45

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 44 dated 29-01-2015 as follows:-

- (1) Extraordinary dated 30-01-2015 from pages 919 to 922 regarding Notification from Department of Elections.
- (2) Extraordinary (No. 2) dated 03-02-2015 from pages 923 to 926 regarding Notification from Department of Elections & Department of Panchayati Raj & Community Development.

GOVERNMENT OF GOA

Department of General Administration

Notification

No. 2/2/2010-GAD-III

In exercise of the powers conferred by the explanation to Section 25 of the Negotiable Instruments Act, 1881 (Act 26 of 1881) read with Section 135-B(1) of the Representation of the People Act, 1951 (Central Act 43 of 1951), the Government of Goa hereby declares Friday, the 13th February, 2015 (Magha 24, 1936) as a "Public Holiday" for the Offices situated within the limits of 11—Panaji Assembly Constituency being the "Polling Day" for the bye-election to the 11—Panaji Assembly Constituency. The aforesaid holiday shall also be a "paid holiday" in addition to the holidays indicated in the Notification No. 2/1/2014-GAD-H dated 11-09-2014, to those electors including casual/daily wage workers outside the Constituency concerned and to the establishments as detailed below:-

- i) State Government employees of Government Departments who are voters of 11—Panaji Assembly Constituency;
- ii) industrial workers who are voters of 11—Panaji Assembly Constituency;

- iii) daily wage workers of the Government Departments and State Government Industrial Department who are voters of 11—Panaji Assembly Constituency;
- iv) employees of the commercial and industrial workers of private establishments who are voters of 11—Panaji Assembly Constituency;
- v) all private establishments who are voters of 11—Panaji Assembly Constituency;
- vi) workers of Semi-Government who are voters of 11—Panaji Assembly Constituency;

By order and in the name of the Governor of Goa.

Varsha S. Naik, Under Secretary (GA-I).

Porvorim, 2nd February, 2015.

Department of Home

Home—General Division

Order

No. 2/6/2014-HD(G)/322

- Read: 1. Government Order No. 2/6/2014-HD(G) dated 04-07-2014.
2. Government Order No. 2/6/2014-HD(G) dated 29-10-2014.

Government of Goa is pleased to extend the term of the High Powered Co-ordination Committee and the Exposition Secretariat constituted for the purpose of Exposition up to the end of financial year i.e. 31st March, 2015 or until further orders whichever is earlier.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 28th January, 2015.

Directorate of Fire & Emergency Services

Office Memorandum

No. DFES/EST/U-1/PGR/2014-15/5036

- Read: 1. O.M. No. DFS/EST/U-1/PGO/06-07/3312 dated 17-01-2007.
 2. O.M. No. DFS/EST/U-1/PGO/06-07/3612 dated 30-01-2007.
 3. O.M. No. DFS/CONF/PGO/08-09/1550 dated 30-06-2008.
 4. O.M. No. DFS/CONF/PGO/2010-11/2982 dated 13-09-2010.

In supersession of the Office Memorandum cited under reference and in pursuance of Government instructions issued vide Office Memorandum No. 12/4/2005-DPG dated 16-03-2005, the following officials of this Directorate are designated as Public Grievances Officers.

- | | |
|---|--|
| 1. Shri Nitin V. Raikar,
Deputy Director (Fire)
Fire Force Headquarters
St. Inez, Panaji-Goa | - Grievances relating to Fire Stations having jurisdiction over Panaji, Mapusa, Pilerne, Vasco and Pernem. |
| 2. Shri Rajendra A. Haldankar,
Asst. Divisional Officer,
District Fire Station
Margao, Aquem,
Margao, Goa | - Grievances relating to Fire Stations having jurisdiction over Margao, Verna, Curchorem and Canacona. |
| 2. Shri Rajendra A. Haldankar,
Asst. Divisional Officer,
holding additional
charge of Central Fire
Station Ponda, Ponda-Goa | - Grievances relating to Fire Stations having jurisdiction over Ponda, Kundaim, Old-Goa, Bicholim, and Valpoi. |

The above Officers shall redress the grievances pertaining to the Fire Stations mentioned above and shall dispose of the cases.

The above officials shall strictly comply with the instructions of the Government and be available to the public in their respective offices on every Tuesday from 10.00 hours to 13.00 hours.

The Public Grievances Officers shall maintain updated Register of the grievances received and shall also submit a fortnightly report as required in the said Circular.

This Office Memorandum comes into force with immediate effect.

Ashok Menon, Director (Fire & Emergency Services).

Panaji, 30th January, 2015.

Department of Labour

Order

No. 22/26/2006-LAB/37

Read: Order No. 22/26/2006-LAB/690 dated 04-10-2013.

The Government is pleased to extend the term of the Committee constituted for fixation of Minimum Rate of Wages in employment falling outside the purview of the Minimum Wages Act, 1948 with retrospective effect till 31-01-2015.

The Committee should submit the report/ recommendations by 31-01-2015.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
 Porvorim, 23rd January, 2015.

Notification

No. 28/1/2014-Lab/Part-I/52

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 26-08-2014 in reference No. IT/34/08 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
 Porvorim, 27th January, 2015.

IN THE INDUSTRIAL TRIBUNAL AND
 LABOUR COURT
 GOVERNMENT OF GOA
 AT PANAJI

(Before **Ms. Bimba K. Thaly**,
Presiding Officer)

Ref. No. IT/34/08

Workmen
 Represented by the
 General Secretary
 Gomantak Mazdoor Sangh,
 Ponda, Goa.

V/s

M/s Adhar Precision Industries,
 D-3-16, Bethora Industrial
 Estate,
 Ponda, Goa.

... Workman/Party I

... Employer/Party II

Workman/Party I represented by Shri P. Gaonkar.
Employer/Party II represented by Adv. P. Chawdikar.

AWARD

(Passed on 26th day of August, 2014)

1. In exercise of the powers conferred by clause (d) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 12-09-08 bearing number 28/13/2006-LAB/1358 has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the charter of demands as specified herein below, served by the Gomantak Mazdoor Sangh, vide letter dated 28-4-2005, on the management of M/s. Adhar Precision Industries, Bethora, are legal and justified ?

CHARTER OF DEMANDS

Demand No. 1: Pay Scales

The Union demands that the following pay scales be implemented.

Grade: Pay Scale

Grade I: 1850-65-2175-75-2550-85-2975-95-3450-100-3950-105-4475-110-5025

Grade II: 1750-60-2050-70-2400-80-2800-90-3250-95-3725-100-4225-105-4750

Demand No. 2: Flat Rise

The Union demands that all the workmen shall be given a flat rise at the rate of Rs. 500/-. This amount shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: Seniority Increments

The Union demands that the workmen should be given Seniority increments as mentioned below:

Service upto 3 years	: One increment.
Service from 3 years to 5 years	: Two increments.
Service above 5 years	: Three increments.

Demand No. 4: Variable Dearness Allowance

Considering the high cost of inflation and Goa being a tourist State the Union demands that the Variable Dearness Allowance shall be paid at the rate of Rs. 2/- per point rise beyond 2000 AICPI points (1960 = 100). The computation of Variable Dearness Allowance shall be made quarterly based on the average rise of the preceding quarter.

Demand No. 5: House Rent Allowance

The Union demands that House Rent Allowance should be paid at the revised rate of 20% of the Basic and other Allowances, as the cost of accommodation is very high in Goa being a Tourist State.

Demand No. 6: Education Allowance

The Union demands that each workman shall be paid an education allowance at the revised rate of Rs. 500/- per month.

Demand No. 7: Conveyance Allowance

The Union demands that all the workmen shall be paid Conveyance Allowance at the rate of Rs. 500/- per month.

Demand No. 8: Paid Holidays

The Union demands that all the workmen shall be granted 12 days paid holidays per year. The Union further demands that the festival holidays that fall on Sundays shall be changed to next day or one day earlier, which shall be finalized in consultation with the Union.

Demand No. 9: Leave

The Union demands that all the workmen be given leave on the following basis:

- A) Earned Leave: The Union demand that all the workmen shall be given 25 days Earned Leave per year with accumulation upto 90 days and leave shall be allowed 10 times in year.
- B) Casual Leave: The Union demands that all the workmen should be given 12 days casual leave per year with encashment facility.
- C) Sick Leave: The Union demands that all the workmen should be given sick leave of 12 days per year with accumulation upto 60 days.

Demand No. 10: Leave Travel Assistance

The Union demands that Leave Travel Assistance should be paid at the revised rate of Rs. 2,500/- per annum, with minimum of earned leave of four days. The amount shall be paid one week before the commencement of leave.

Demand No. 11: Promotion Policy

The Union demands that separate promotion policy should be promulgated in consultation with the Union. The detailed promotion policy will be submitted to the management at the time of negotiations.

Demand No. 12: Festival Allowance

The Union demand that each workman shall be granted festival allowance of Rs. 2,000/- once in a year at the time of festival to meet the additional expenses incurred by him for such festival.

Demand No. 13: Bonus/Ex-Gratia

The Union demands that all the workmen shall be paid Bonus/Ex-Gratia at the rate of 20% of the gross wages before Diwali every year.

Demand No. 14: Washing Allowance

The Union demands that all the workmen shall be paid washing allowance at the rate of Rs.150/- per month as the cost of washing uniforms is very high and to meet the increase, the demand for washing allowance is just and proper.

Demand No. 15: Supply of Uniforms and Safety Shoes

The Union demands that all the workmen shall be given two sets of uniforms and one pair of safety shoes in the month of October every year.

Demand No. 16:

The Union reserves the right to amend, add to and delete any demands during the negotiations.

(2) If not, what relief the workmen is entitled to?"

2. On receipt of the dispute, reference No. IT/ /34/08 was registered and notices were issued to the parties. Upon receipt of the notice, Party I filed the claim statement at Exb. 4. Records reveal that Party II did not file the written statement despite opportunities given and therefore the issue was framed on the legality and justification on the charter of demands raised by Party I.

3. In the claim statement it is in short the case of Party I that the wages paid to the workers were very less and there were no proper service conditions. It is stated that almost all the workers who have worked for more than 240 days joined the Party I union. It is stated that the said union submitted charter of demands dated 28-4-05 and upon receipt of the same management started harassing the local committee members and active members of the union. It is stated that as the employer refused to initiate the negotiations, vide letter dated 25-5-05 the union requested the Asst. Labour Commissioner, Ponda for his intervention. Upon this both the parties were called for joint discussions and several meetings were held but due to adamant attitude of the employer the

conciliation proceedings ended in failure. Party I has reiterated the demands as stated in the order of reference in the claim statement and have given justification for making such demands. Party I has prayed in the claim statement to declare that the demands are genuine and reasonable and to grant the demands from the date of charter of demands.

4. On the basis of the pleadings of the Party I, following issues were framed:

1. Whether the Party I proves that the Charter of Demands served on the Party II vide letter dated 28-04-2005 are legal and justified?

2. What Order ?

5. In the course of further proceedings both the parties settled the matter amicably among themselves and filed the consent terms dated 25-08-14 at Exb. 21. The said consent terms read as under:

1. That the Party No. I and Party No. II have agreed to settle the present dispute as the same is related to the Charter of Demands raised by the union on behalf of the Workmen/Party No. I. That the employer Party No. II permanently closed its factory at Goa by retrenching all the workmen by paying their legal dues.

2. The Party No. I herein declare that they do not wish to pursue the present reference on account of reasons stated above. That the Party No. I declare that they have no claim of whatsoever nature against the Party No. II.

3. In view of the above, both the parties agree to the consent terms put forth before the Industrial Tribunal for settlement and request the Industrial Tribunal to dispose off the reference as agreed on the above terms, as Party I/Shri Vishwanath Kochkar has resigned from the services of the company and does not desire to claim any money /benefit arising out of the settlement, which can be computed in terms of money.

6. The above Consent Terms are signed by both the parties as also Shri P. Gaonkar, the General Secretary of Party No. I Union and Adv. Shri P. Chawdikar for Party No. II.

7. I have gone through the consent terms at Exb.21 and I am satisfied that the said terms are certainly in the interest of both the parties. I, therefore, accept the said terms and pass the following:

ORDER

1. The reference stands disposed off by consent award in view of the consent terms, at Exb. 21, filed by the parties.

2. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly)
Presiding Officer,
Industrial Tribunal-
cum-Labour-Court-I

Notification

No. 28/1/2014-Lab/Part-I/45

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 26-08-2014 in reference No. IT/12/08 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 27th January, 2015.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before **Ms. Bimba K. Thaly**,
Presiding Officer)

Ref. No. IT/12/08

Workmen ... Workman/Party I
Represented by the
General Secretary
Gomantak Mazdoor Sangh,
Ponda, Goa.

V/s

M/s Adhar Precision ... Employer/Party II
Industries,
D-3-16, Bethora Industrial
Estate,
Ponda, Goa.

Workman/Party I represented by Shri P. Gaonkar.
Employer/Party II represented by Adv. P. Chawdikar.

AWARD

(Passed on 26th day of August, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 18-04-2008 bearing number 28/28/2007-LAB/466 has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of the management of M/s. Adhar Precision Industries, Bethora, Ponda, Goa in dismissing from services Shri Prakash Gaude, helper with effect from 30-06-2005, is legal and justified?

(2) If not, to what relief the workman is entitled?”

2. On receipt of the dispute, reference No. IT/12/08 was registered and notices were issued to the parties. Upon receipt of the notice, Party I filed the claim statement at Exb. 4. Party II filed the written statement at Exb. 6. No rejoinder was filed by Party I.

3. In the claim statement it is in short the case of Party I that though he was designated as helper by Party II, he was operating the machines of Party II. It is stated that in the month of April, 2005 all the workers of Party II joined the Party I union. It is stated that Party II in order to victimize the workers started creating bad records of such workers by fabricating false memos, which were never issued to them and issued so called charge sheet-cum-suspension dated 30-6-05 suspending Party I and the other workman namely, Mr. Punni Gawade from the duty. It is stated that again charge sheet dated 21-7-07 signed by the enquiry officer was issued by the Party I and Mr. Punni Gawade. It is stated that in order to victimize them Party II suspended Party I and said Punni Gawade on false and fabricated allegations. It is stated that Party II appointed Adv. Nandakumar Naik as Enquiry Officer who issued the so called charge sheet-cum-notice of enquiry dated 21-7-05. It is stated that the enquiry officer was biased and thus did not conduct the enquiry in fair and proper manner. It is stated that Party II did not give Party I the documents requested by Party I and thus non production of said documents has caused great prejudice to Party I. It is stated that management conducted joint enquiry as regards Party I and Shri Punni Gawade as the charges were same but while taking action Shri Punni Gawade was issued a stern warning and allowed to resume the duty whereas Party I was dismissed

for the same charges. It is stated that the punishment awarded to Party I is of severe nature and that Party II has made discrimination because Party I has formed the union. It is stated that Party I thereafter made a representation before Party II demanding his reinstatement and claiming full back wages and continuity in service but as no action was taken by Party II, the dispute was raised before the Asst. Labour Commissioner, Ponda. It is stated that Asst. Labour Commissioner, Ponda called both the parties on several occasions but the proceeding ended in failure. It is stated that Party II has violated Sec.33 of the Act as the matter of charter of demands was pending before the appropriate authority. It is the case of Party I that his dismissal is illegal, unjustified and bad in law and that the enquiry officer has not conducted the enquiry in fair and proper manner and has violated the principles of natural justice. It is stated that Party I is employed since his dismissal. Party I has therefore prayed to declare his dismissal as illegal, unjustified and bad in law and to direct the employer to reinstate him with full back wages and continuity of services.

4. In the written statement it is in short the case of Party II that since the inception of their factory the relations between the employer and employee are very cordial and it is for the first time the Party I in collusion with one Punni Gawade started creating problems in order to harass Party II. It is the case of Party II that Party I is employed as a helper and he works as such till date. It is stated that Party I was found sleeping during working hours and as such a charge sheet was issued to him. It is stated that during the enquiry the Party I was duly represented by Shri Puti Gaonkar and that the charges were proved as against Party I. It is stated that Party II had no alternative but to give punishment to Party I by giving warning and deducting 50% salary during the suspension period which action was necessary in order to maintain discipline among the workers as well as law and order in the factory premises. It is stated that there was misconduct on the part of Party I and hence charge sheet was issued to him as provided under the law and under the provisions of General Standing Act, 1946. It is stated that as Party I was found sleeping during working hours in order to make him aware of his misconduct the memos were issued to him under the law. It is stated that the enquiry officer, Mr. Nandakumar Naik thus issued charge sheet-cum-notice of enquiry dated 21-7-05. It is stated that the enquiry conducted was fair and proper and the findings of

the enquiry officer are based on evidence on record. It is stated that as the documents required by Party I were not relevant, the enquiry officer rightly refused the application for production of documents. It is stated that there was no evidence against the other charged workmen, Shri Punni Gawade except with respect to the incident reported on 30-6-05 whereas there was sufficient evidence against Party I with respect to all the charges levelled against him. It is stated that therefore the employer found no fault in giving opportunity to Mr. Punni Gawade considering his past record and being the first instance of misconduct. It is stated that the employer did not violate Section 33 of the Act. It is stated that the findings of the enquiry officer are just and are based on evidence on record. Thus, according to Party II, Party I is not entitled to any relief and the present reference deserves to be dismissed with costs.

5. On the basis of the pleadings of both the parties, following issues were framed:

1. Whether the Party I/Workman proves that the domestic enquiry held against him is not fair, proper and impartial?
2. Whether the Party I/Workman proves that the Management acted in a biased and unfair manner by relying upon the records and findings of the Enquiry Officer?
3. Whether the charges of misconduct levelled against the Party I/workman are proved to the satisfaction of the Tribunal by acceptable evidence?
4. If so, the action of the Management in dismissing the services of the Party I/Workman based on the report of the Enquiry Officer is just and proper in the circumstances of the case?
5. Whether the Party I/Workman proves that the action of the Management is in contravention of Section 33 of the Industrial Disputes Act, 1947?
6. Whether the Party I/Workman is entitled for any relief?
7. What Order?

6. In the course of further proceedings the evidence of the Party I and his witness was recorded. It was thereafter both the parties settled the matter amicably among themselves and filed the consent terms dated 25-08-14 at Exb. 30. The said consent terms read as under:

1. That the Party No. I and Party No. II have agreed to settle the present dispute for a composite amount of Rs. 1,00,000/- (Rupees one lakh only).
2. The Party No. II herein has paid a sum of Rs. 1,00,000/- (Rupees one lakh only) in full and final settlement of the entire claim amount of the Party No. I in the present dispute vide 3 separate cheques all dated 18-08-2014 drawn on Canara Bank at Ponda Branch. The cheque amounting to Rs. 50,000/- (Rupees fifty thousand only) is bearing No. 056055 and two cheques amounting to Rs. 25,000/- (Rupees twenty five thousand only) are bearing No. 056056 and 056057.
3. The Party No. I herein declare that his claim in the present dispute is conclusively settled and he has no claim of whatsoever nature against the Party No. II/employer.

7. The above Consent Terms are signed by both the parties as also Shri P. Gaonkar, the General Secretary of Party No. I Union and Adv. Shri P. Chawdikar for Party No. II.

8. I have gone through the consent terms at Exb. 30 and I am satisfied that the said terms are certainly in the interest of both the parties. I, therefore, accept the said terms and pass the following:

ORDER

1. The reference stands disposed off by consent award in view of the consent terms, at Exb. 30, filed by the parties.
2. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly)
Presiding Officer,
Industrial Tribunal-
-cum-Labour-Court-I

Notification

No. 28/1/2014-Lab/Part-I/49

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 17-10-2014 in reference No. IT/46/2012 is hereby published as required by Section 17 of the

Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 27th January, 2015.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before **Ms. Bimba K. Thaly**,
Presiding Officer)

Ref. No. IT/46/2012

1. Workmen rep. by
President, Kamgarancho Ekvott,
Gurudutt Building,
3rd Floor, Dr. Dada Vaidya Rd.
Panaji, Goa. (deleted vide order dated 13-8-14)
2. Workmen
 1. Shri Sharad Harmalkar,
 2. Shri Nitesh Mandrekar,
 3. Shri Deepak Palyekar,
 4. Shri Pandurang Shetgaonkar,
 5. Shri Narayan Raut,
 6. Smt. Vilasini Kautankar,
 7. Shri Sahadev Bandekar,
 8. Shri Umesh Shetye,
 9. Shri Sanjay Parsekar,
 10. Smt. Rajeshree Gaonkar,
 11. Shri Janardhan Harmalkar,
 12. Shri Bablo Malik,
 13. Smt. Surekha Akerkar,
 14. Shri Menino Vaz

Rep. by Adv. Gaurish B. ... Workmen/Party I
Kamat,
Shop No. 4, Ground Floor,
Salgaonkar Chambers,
Margao-Goa

V/s

M/s. Parle (Exports) ... Employer/Party II
Pvt. Ltd.
L-72, Verna Electronic City,
Verna, Salcete, Goa. (403722))

Workmen/Party I represented by Adv. Shri. G. B. Kamat.

Employer/Party II represented by Adv. Shri M. S. Bhandodkar.

AWARD

(Passed on this 17th day of October, 2014)

1. In exercise of powers conferred by Clause (d) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (for short the Act), the Government of Goa vide order dated 29-10-12 bearing No. 28/36/2012-Lab/357 has referred the following dispute for adjudication by this Tribunal.

SCHEDULE

“(1) Whether the following demands raised by the Kamgarancho Ekvott vide their letter dated 18-06-2009 before the management of M/s. Parle (Exports) Private Limited, Verna, Goa, are legal and justified?”

(1) Demand No. 1:- **Basic Pay**

It is demanded that with effect from 01-04-2009, the following shall be the basic pay scale of all the workmen:

Grade I	: 4320-175/5-250/5-6445-400.
Grade II	: 4210-150/5-4960-225/5-6085-350.
Grade III	: 3910-125/5-4535-200/5-5535-300.

Workmen shall be fitted at appropriate stage of pay scale depending on years of service put in by the workman.

(2) Demand No. 2:- **Flat Rise in Basic Pay**

It is demanded that with effect from 01-04-2009, all the workmen shall be given a flat rise of Rs. 1,000/- per month.

(3) Demand No. 3:- **House Rent Allowance**

It is demanded that with effect from 01-04-2009, House Rent Allowance of each workman shall be increased by Rs 1,000/- per month.

(4) Demand No. 4:- **Conveyance Allowance**

It is demanded that with effect from 01-04-2009, Conveyance Allowance of each workman shall be increased by Rs. 1,000/- per month.

(5) Demand No. 5:- **Standing Allowance**

It is demanded that with effect from 01-04-2009, all workmen shall be given Standing Allowance of Rs 300/- per month.

(6) Demand No. 6:- **Seniority Increments**

It is demanded that with effect from 01-04-2009, the workmen shall be paid Seniority Increment mentioned below:

- (a) On completing : four increments
5 years

- (b) On completing : six increments
10 years

- (c) On completing : eight increments
15 years

(7) Demand No. 7:- **Leave Facilities/Holidays**

It is demanded that with effect from 01-04-2009, all workmen shall be provided Leave Facilities as follows:

- (a) Privilege Leave:- 30 days in a year
(excluding weekly off/holidays).

- (b) Sick Leave:- 16 days in a year
(excluding weekly off/holidays).

- (c) Casual Leave:- 18 days in a year
(excluding weekly off/holidays).

- (d) Maternity Leave:- 120 days.

- (e) Holidays:- 16 holidays in a year.

(8) Demand No. 8:- **Promotion Policy**

The Management shall frame promotion policy in consultation with the Union.

(9) Demand No. 9:- **Rainwear**

All the workmen shall be provided rainwear before the monsoon every year which shall consist of shirt, pant and gumboots.

(10) Demand No. 10:- **Washing Allowance/ Laundry Facilities**

All workmen shall be paid Washing Allowance of Rs. 150/- per month or in the alternative be provided with laundry facilities to wash their uniforms.

(11) Demand No. 11:- **Group Insurance**

The management shall provide Group Insurance of Rs 2,00,0000/- to all the workmen in the factory.

(12) Demand No 12:- **Medical or Mediclaim Facility**

The management shall provide mediclaim facility for the workmen and his family or in the alternative medical reimbursement upon a limit of Rs. 5.000/- per annum.

(13) Demand No. 13:- **Bonus-cum-Ex-Gratia**

Bonus-cum-ex-gratia of 20% on gross salary shall be paid to workmen every year.

(14) Demand No. 14:- Leave Travel Allowance

Leave Travel Allowance of Rs. 6,000/- per annum shall be provided to each workmen for rest and recuperation.

(15) Demand No. 15:- Loan Facilities

Workmen shall be provided a personal loan of Rs. 50,000/-.

(16) Demand No. 16:- Existing Facilities

All existing facilities and practices not specifically altered by an agreement shall continue to be in operation.

(a) *Demand No 17:-* The period of settlement shall be three years from 01-04-2009.

(2) If the answer to issue No. (1) above is in the negative, then, to what relief the workmen are entitled?"

2. Upon receipt of the dispute a case was registered under No. IT/46/12 and registered AD notices were issued to both the parties and upon service Party I sought time on various occasions to file the claim statement and in the course of further proceedings both parties submitted that settlement talks are in progress. In the due course, Adv. Shri G. B. Kamat appeared before the court and filed the application dated 24-4-14 at Exb. 9 stating that 14 workmen have resigned from the membership of the Union Kamgarancho Ekvott and have withdrawn the authority given to the Union vide letter dated 14-4-14. He also annexed the copy of this application to Exb.9. Though initially Shri Subhash Naik representing Party I objected to Exb. 9 but subsequently he filed application dated 13-8-14 at Exb. 12 stating that in view of the developments that have taken place, Kamgarancho Ekvott does not desire to continue in this reference and prayed for deletion of its name as representing Party I. This application was allowed as was not objected by Party II as well as the workmen represented by Adv. Shri G. B. Kamat.

3. In the course of further proceedings, Ld. Adv. Shri G.B. Kamat representing Party I prayed to incorporate the names of 14 workmen as represented by him in the cause title, in view of deletion of the name of the Union. This application was granted as was not objected by Party II and accordingly the cause title was changed by incorporating the names of 14 workmen as represented by Ld. Adv. Shri G. B. Kamat.

4. On the same day both the Ld. Advocates i.e. the Advocate representing Party I as well as Party II filed application dated 15-9-14 at Exb. 14 stating that Party I i. e. 14 workmen and Party II have settled the subject matter of the dispute in this reference by arriving at a settlement dated 4-2-14. It is noted that this settlement is under section 2(p) r/w section 18(1) of the Act. The same reads as under:

TERMS OF SETTLEMENT

(1) It is mutually agreed between the parties that the workers shall get increased emolument as shown below:

- a. Rise in emoluments of Rs. 955/- per month effective from 01-04-2009 to 31-3-2010.
- b. Additional rise in emoluments of Rs. 955/- per month effective from 01-04-2010 to 31-3-2011.
- c. Additional rise in emoluments of Rs. 955/- per month effective from 01-04-2011 to 31-3-2012.
- d. Additional rise in emoluments of Rs. 1021/- per month effective from 01-04-2012 to 31-3-2013.
- e. Additional rise in emoluments of Rs. 1121/- per month effective from 01-04-2013 to 31-3-2014.
- f. Additional rise in emoluments of Rs. 1221/- per month effective from 01-04-2014 to 31-3-2015.

(2) It is mutually agreed between the parties that the bifurcation and distribution of the above mentioned amount is as under:-

	w.e.f.	w.e.f.	w.e.f.	w.e.f.	w.e.f.	w.e.f.
	01-04-09	01-04-10	01-04-11	01-04-12	01-04-13	01-04-14
1. Basic Pay	Rs. 400	Rs. 400	Rs. 400	Rs. 250	Rs. 250	Rs. 250
2. HRA	Rs. 282	Rs. 282	Rs. 282	Rs. 50	Rs. 50	Rs. 50
3. Conveyance	Rs. 240	Rs. 240	Rs. 240	Rs. 700	Rs. 800	Rs. 900
4. LTA	Rs. 33	Rs. 33	Rs. 33	Rs. 21	Rs. 21	Rs. 21
TOTAL	Rs. 955	Rs. 955	Rs. 955	Rs. 1021	Rs. 1121	Rs. 1221

(3) It is specifically agreed between the parties that in view of the above mentioned increase in emolument, the VDA clause No. 3 as agreed in the settlement dated 27-8-2004 stands withdrawn retrospectively w.e.f 1-4-2004 and the workers would not be entitled to VDA w.e.f. 1-4-2004 and in the said place the workers shall be paid fixed Dearness Allowance of Rs. 250/- which is otherwise being paid as of today as Variable Dearness Allowance in the emolument.

(4) It is specifically agreed between the parties that the amount of Rs. 250.00 as FDA shall be in addition to the amount as already agreed between the parties hereinabove.

(5) In view of the above clause of settlement issue of VDA, it is agreed between the parties that dispute raised by union/workmen about payment of VDA before authority under the Section 33 C (1) of the Industrial Disputes Act, 1947/Labour Commissioner, is completely and fully satisfactory settled particularly in view of the substantial increase given by the company in the total emoluments.

(6) It is agreed between the parties that the workmen/union shall make application before the Labour Commissioner/authority under the Section 33 C (1) of the Industrial Disputes Act, 1947 with endorsement of No Objection from the management stating that the said demand of VDA is fully and satisfactorily settled and nothing is due and payable to the workers in connection with VDA and entire issue in connection with VDA is fully and satisfactorily settled in case No. CLE/CREC-02/2012.

(7) It is agreed between the parties that the management shall make appropriate application before the authority under the relevant Act/Labour Commissioner for withdrawal of Rs. 3,00,000/-, which was deposited by the company as per the Order of the High Court and said money shall be recovered by the company for their own use.

(8) In view of the above settlement, it is agreed between the parties that the parties to settlement shall make application before the Industrial Tribunal Panaji in reference IT/46/12 and IT/60/12 that the subject matter of their Charter of Demand concerned in reference IT/46/12 as also subject matter of reference IT/60/12 about refusal of employment and or an instance of strike is fully and satisfactorily settled in view of this settlement and seeking for an award in terms of this settlement.

(9) It is mutually agreed between the parties that the company shall continue to re-imburse the bus fare from Mapusa to Verna and back to the extent of Rs. 88/- per head, per day (only when the workmen reports for work). It is further agreed between the parties that any escalation of bus-fare over and above Rs. 88/- from Mapusa to Verna and back, per head, the said escalation shall be shared by the workmen/management @ 50% of such escalation (i.e. 50% of escalation shall be borne by the management and 50% of escalation shall be borne by the workmen), when it is brought to the notice of the management. It is further agreed between the parties that this clause is applicable to those workmen who are residing at Mapusa or surrounding area.

(10) It is mutually agreed between the parties that the Company shall re-imburse food expenses at the extent of 50% of the charges presently paid to the canteen contractor. Any escalation in food expenses shall be shared in the same ratio of 50%.

(11) It is agreed between the parties that the workers shall accept Bonus as declared by the company.

(12) It is further agreed between the parties that the workers shall not be entitled to any wages/emolument for the period of absence from 11-11-2013 till the day they physically reported for work. They are also not entitled for any benefit which can be computed in terms of money for the said period.

(13) It is specifically agreed between the parties that there shall be two tea breaks of 10 minutes each and one lunch break of half hour given to all employees. It is however agreed that during tea breaks workers in filling as well as blowing section shall avail breaks in rotation manner and for lunch break also workers in blowing as well as filling section shall avail breaks in rotation manner.

(14) The union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The union and the workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following:

- a) Introduction of new and/or improved methods and machinery, re-structuring, re-allocation or re-organization, flexibility of man power allocation and method of simplification or modification or improvements in various inputs,

- b) Both parties agree to carry out modification, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, overlapping shift timings and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement on the efficiency.
- c) The workmen agreed that they shall maintain themselves in a clean and hygienic manner. All workmen at all times shall keep their work area clean and in a hygienic condition and be responsible for cleaning of the machinery/equipment and will also use safety equipments provided by the Company.

(15) It is agreed between the parties that the workmen shall support in developing a culture of superior performance, job responsibility, job rotation and shall also maintain an orderly behavior and discipline.

(16) It is mutually agreed between the parties that the employees shall report for duty on time i.e. at 8.30 a.m. If an employee does not report by 8.40 a.m. he shall be awarded a late mark. In case, the employee earns three late marks, the same will be considered as half day leave. However, in case an employee reports for work beyond 9 a.m., his half day leave would be deducted.

(17) It is agreed by the workmen/union that having accepted the terms and conditions of this settlement, they shall not raise any demand financially or otherwise or seeking to change the service conditions, emoluments, etc. during the period of the settlement.

(18) It is mutually agreed between the parties that the arrears arising out of this settlement shall be paid within 3 months from the date of signing this settlement.

(19) It is agreed between the parties that the implementation of this settlement shall be informed to the Labour Commissioner within 15 days of signing of this settlement.

(20) It is mutually agreed between the parties, that the provisions of the earlier settlement, facilities which are not specifically altered in this settlement or dealt with in this settlement shall continue to be in force.

5. The above settlement has been signed by Party I i.e. the 14 workmen as well as the management.

6. I have gone through the terms of the settlement filed along with Exb.14 and I am satisfied that the terms of settlement are certainly in the interest of the Party I/Workmen. I, therefore, accept the said terms and pass the following:

ORDER

The reference stands disposed off by consent award in view of the consent terms filed along with Exb. 14 by the parties.

No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly)
Presiding Officer,
Industrial Tribunal-
cum-Labour-Court-I

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 1/7/2014-LD(Estt.)/163

Government of Goa is pleased to accept the resignation tendered by Adv. Shaik Vaidulla, as Government Advocate to appear and defend the interests of the Government in the matters before High Court of Judicature at Bombay, Panaji Bench, Goa with effect from 01-01-2015.

Adv. Shaik Vaidulla shall return all the briefs pending with him if any, to the Office of Ld. Advocate General, Altinho, Panaji under intimation to this Department.

By order and in the name of the Governor of Goa.

Amul S. Gaunkar, Under Secretary (Estt.).

Porvorim, 23rd January, 2015.

Order

No. 1/6/2014-LD (Estt.)/203

Government of Goa is pleased to accept the resignation tendered by Shri Ravindra R. Sangodkar, as Government Counsel before District Court (North Goa) and Civil Courts it for "Other Cases" with effect from 01-02-2015.

Shri Ravindra R. Sangodkar shall return all the briefs pending with him if any, to the concerned Department under intimation to this Department.

By order and in the name of the Governor of Goa.

Amul S. Gaunkar, Under Secretary (Estt.).
Porvorim, 2nd February, 2015.

Order

No. 12/31/2014-LD(Estt)/169

Ref.: Order No. 1-29-8/91-LD/Part-II/(1) dated 12-02-2005.

Government is pleased to extend the benefits of Goa Medical facilities to the Judicial Officers and their family members in the Hospitals/Dispensaries both Government & Private in each City/District Head Quarters and Talukas for the treatment at par with those Hospitals notified by Public Health Department from time to time as per list annexed to the said Order.

In order to extend these facilities, the present clause (14) (a) of the Order No.1-29-8/91-LD/Part-II/(1) dated 12-02-2005 is substituted as under:-

“(14) (a) The Law Department (Establishment) shall notify the list of Hospitals/Dispensaries both Government and private in each City/District Headquarters and Talukas for the treatment of Judicial Officers at par with those Hospitals notified by the Public Health Department from time to time”.

The rest of the contents in the above referred Order shall remain unchanged.

This issues with the approval of the Cabinet in its IVth meeting of Council of Ministers held on 16-01-2015.

By order and in the name of the Governor of Goa.

Amul S. Gaunkar, Under Secretary (Estt.).
Porvorim, 27th January, 2015.

List of the Hospitals recognized under Goa Mediclaim Scheme and the treatment covered under each hospital

Sr. No.	Hospitals	Treatment facilities
1	2	3
1.	Apollo Victor Hospital, Margao	Cardiac procedures and Urological procedures Gastroenterology Thoracic & Vascular Surgery,

1	2	3
		Nephrology and Laproscopic procedure and Kidney dialysis.
2.	NUSI Hospital, Cuncolim@ Wockhardt Hospitals Ltd. Unit NUSI Wockhardt Hospital, Panzorconi, Cuncolim, Goa	ESWL, Urology treatment and all Super Speciality treatment.
3.	Vision Multispeciality Hospital, Mapusa	Vitro retinal services and Orbit/Oculoplasty and dialysis treatment to kidney patient.
4.	OM Urology Centre, Panaji	ESWL, PCNL, Ureterorenoscopy with intracorporeal shock wave Lithotripsy, TURP, TURBT and Endopyelotomy.
5.	Chodankar Nursing Home, Porvorim	Pediatric Surgery and Endoscopic surgeries. Cardiac City Angiography Thoracic and Vascular Surgery procedure.
6.	Manipal Goa Cancer and Gen., Hosp., Dona Paula	Only for cancer treatment like radiotherapy and other types of anti-cancer treatment which are not available in GMC and Kidney dialysis.
7.	Saida MRI Scan Centre, Bambolim	M.R. I. Scan.
8.	Gomantak Ayurvedic Mahavidyalaya Shiroda, Goa	Sanchama, Svedana, Parisheka, Dhara, Vamana, Verichana, Nasya, Basti, Siddha Basti, Rakta Mokshna and allied procedures for which treatment is not available in GMC and other hospitals under DHS.
9.	V. M. Salgaonkar, Chicalim	Cardiovascular surgery, Neurological disorders, Cardio-thoracic surgery, kidney transplantation. Plastic surgery, Radiotherapy, Total replacement of joints and other major diseases/illnesses for which treatment facilities as certified by the Medical

1	2	3	1	2	3
		Superintendent, GMC are not available in the Govt. Hospital in the State of Goa.			GMC are not available in the Government Hospital in the State of Goa.
10.	Vrudavan Hospital & Research Centre, Mapusa	Dialysis treatment to the kidney patients.	22.	Wockhardt Hospital, Bangalore change the name of Fortis Hospitals, Bangalore	Cardio-vascular surgery, Paediatric Cardiology and other such high end treatments which are not available at Goa Medical College.
11.	R. G. Stone Hospital, Porvorim	Dialysis treatment to the kidney patients.	23.	Manipal Hospital, Bangalore	Cardiology, Cardio-thoracic Surgery, Nephrology, Urology.
12.	Savaikar Clinic & Nursing Home, Ponda-Goa	Dialysis treatment to the kidney patients.	24.	Sagar Apollo Hospital, Bangalore	Open Heart Surgery and By-Pass Surgeries, Angioplasty and Coro-stenting, Neurosurgery, cat-scan, MRI for which treatment is not available at GMC, Bambolim.
13.	Vintage Hospital & Research Centre Pvt. Ltd., St. Inez, Panaji	Ventilatory Care & Dialysis treatment to the kidney patients.	25.	Wanless Hospital, Miraj	Linear Aceleration based treatment and Intracavitary Radiotherapy and Cardiovascular surgery, Neurological disorders, Cardio-thoracic surgery, Kidney transplantation. Plastic surgery, Radiotherapy, Total replacement of joints and other major diseases/illnesses for which treatment facilities as certified by the Medical Superintendent, GMC are not available in the Government Hospital in the State of Goa.
14.	Gauns Child Care Hospital, Mapusa	Paediatric ICU, Neonatal Intensive Care Unit.	26.	Belgaum Cancer Hospital Pvt. Ltd., Belgaum	Linear Aceleration based treatment and Intracavitary Radiotherapy.
15.	Usgaonkar's Children Hospital and NICU, Ponda	Paediatric ICU, Neonatal Intensive Care Unit.	27.	K.L.E.S. Hospital, Belgaum	Cardiovascular surgery, Neurological disorders, Cardio-thoracic surgery, Kidney transplantation. Plastic surgery, Radiotherapy, Total replacement of joints and other major diseases/illnesses for which treatment facilities as certified by the Medical Superintendent, GMC are not available in the Government Hospital in the State of Goa.
16.	Grace Intensive Cardiac Centre & General Hospital, Margao	Dialysis treatment to the kidney patient.			
17.	Campal Clinic, Panaji	Thoraic Vascular surgeries, Trauma care, Neonatal Intensive care unit, Intensive care unit, paediatric intensive care unit.			
18.	Ruby Hall Clinic, Pune	Those superspecialities which are not available in GMC and other Hospitals under State Government.			
19.	Apple Hospital & Research Centre, Kolhapur	M.R.I. Scan.			
20.	Shankara Netralaya Hospital, Chennai	Super specialities in Ophthalmic care.			
21.	Madras Medical Mission Hospital, Chennai	Cardiovascular surgery, Neurological disorders, Cardio-thoracic surgery, kidney transplantation. Plastic surgery, Radiotherapy, Total replacement of joints and other major diseases/illnesses for which treatment facilities as certified by the Medical Superintendent,			

1	2	3	1	2	3
28. Kasturba Hospital, Manipal	Cardiovascular surgery, Neurological disorders, Cardio-thoracic surgery, Kidney transplantation. Plastic surgery, Radiotherapy, Total replacement of joints and other major diseases/illnesses for which treatment facilities as certified by the Medical Superintendent, GMC are not available in the Government Hospital in the State of Goa.				replacement of joints and other major diseases/illnesses for which treatment facilities as certified by the Medical Superintendent, GMC are not available in the Government Hospital in the State of Goa.
29. R.G. Stone Urological Research Institute, Mumbai	Urological treatment.		38. Wadia Hospital, Mumbai		—do—
30. Johari Nursing Home, Mumbai	Paediatric facilities which are not available in Goa Medical College.		39. J.J. Hospital, Mumbai		—do—
31. Children's Orthopaedic Centre, Mumbai	Paediatric facilities which are not available in Goa Medical College.		40. B.L.K. Memorial Hospital, New Delhi		Cardiology, Cardio Thoracic and Vascular Surgery, Surgery, Nephrology, Neonatology, Paediatrics, Paediatric Surgery, Nuclear Medicine, Bone Marrow Transplant treatment.
32. Wockhardt Hospital, Mumbai	Pediatric Cardiology, Pediatric Cardiac Surgery, specialties in Ophthalmic Surgery viz. Cornea & Keratoplasty, Vitrioretinal Services & Glaucoma Services alongwith General Cardiology & Cardiothoracic Surgery.		<p style="text-align: center;">◆◆◆</p> <p style="text-align: center;">Department of Personnel</p> <p style="text-align: center;">Order</p> <p style="text-align: center;">No. 15/2/2011-PER/312</p> <p>Read: 1) Order No. 15/6/2003-PER (Part) dated 30-05-2012.</p> <p>2) Show Cause Notice No. 15/2/2011-PER dated 05-08-2014.</p> <p>3) Order No. 15/2/2011-PER dated 11-11-2014.</p> <p>4) Order No. 15/2/2011-PER dated 28-01-2015.</p> <p>Shri Anish Prabhudesai, Awal Karkun is hereby promoted to the post in the cadre of Mamlatdar/Jt. Mamlatdar/Assistant Director of Civil Supplies and posted as Mamlatdar, Sanguem.</p> <p>Shri Anish Prabhudesai shall also hold the charge of the post of Jt. Mamlatdar-I, Sanguem in addition to his own duties, with immediate effect, in public interest.</p> <p>By order and in the name of the Governor of Goa.</p> <p><i>R. Aga</i>, Under Secretary (Personnel-II).</p> <p>Porvorim, 28th January, 2015.</p>		
33. Tata Memorial Hospital, Mumbai	Cancer treatment.				
34. KEM Hospital, Mumbai	Linear Acceleration based treatment and Intracavitary Radiotherapy.				
35. Bombay Hospital, Mumbai	Linear Acceleration based treatment and Intracavitary Radiotherapy.				
36. P. D. Hinduja Hospital, Mumbai	Linear Acceleration based treatment and Intracavitary Radiotherapy.		<p style="text-align: center;">-----</p> <p style="text-align: center;">Order</p> <p style="text-align: center;">No. 15/2/2011-PER/313</p> <p>Read: 1) Order No. 15/6/2003-PER (Part) dated 30-05-2012.</p>		
37. Sion Hospital, Mumbai	Cardiovascular surgery, Neurological disorders, Cardio-thoracic surgery, kidney transplantation. Plastic surgery, Radiotherapy, Total				

2) Show Cause Notice No. 15/2/2011-PER dated 05-08-2014.

3) Order No. 15/2/2011-PER dated 11-11-2014.

Whereas, Shri Anish Prabhudesai, who was holding the post of Jt. Mamlatdar (Group 'B', Gazetted) in the pay scale of Rs. 9,300-34,800+ Grade Pay Rs. 4,600/-, on ad hoc basis was issued Show Cause Notice dated 05-08-2014 read in preamble (2) seeking explanation for non submission of Annual Property Returns for the year ending 2013.

And whereas, inspite of giving enough opportunity he failed to submit his Annual Property Returns in respect of immovable property for the year ending 2013 till date. Taking serious cognizance of the act of Shri Anish Prabhudesai, the Government vide order dated 11-11-2014 read in preamble (3) reverted Shri Anish Prabhudesai to the post of Awal Karkun and posted him in the Collectorate, South.

And whereas, Shri Anish Prabhudesai, Awal Karkun while submitting the Annual Property Returns vide letter dated 06-01-2015 submitted his apology before the Government requesting to withdraw his reversion order and re-promote him to the post in the cadre of Mamlatdar/ Jt. Mamlatdar/Assistant Director of Civil Supplies.

Now therefore, on reconsideration of the matter and on accepting the explanation submitted by the said Shri Anish Prabhudesai, the Government is pleased to withdraw the reversion order read in preamble (3) with immediate effect. Consequently, Shri Anish Prabhudesai, Awal Karkun is hereby promoted to the post in the cadre of Mamlatdar/ Jt. Mamlatdar/Assistant Director of Civil Supplies (Group 'B', Gazetted) in the pay scale of Rs. 9,300-34,800+ Grade Pay of Rs. 4,600/- on ad hoc basis with immediate effect initially for a period of one year or till the post is filled on regular basis whichever is earlier.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 28th January, 2015.

Order

No. 7/12/2012-PER (PF)/344

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi Order No. 14046/03/2013.UTS-I dated 19-01-2015, the Governor of Goa is pleased to relieve Shri P.

Krishnamurthy, IAS (AGMUT:1997), Secretary (Finance)/Resident Commissioner, from this Administration w.e.f. 31-01-2015 (a.n.) to take up his new assignment as Private Secretary to the Defence Minister.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-I).

Porvorim, 30th January, 2015.

Addendum

No. 6/9/2009-PER (Part-I)/350

Read: Order No. 6/9/2009-PER (Part I) dated 01-12-2014.

The following para shall be added to the Government Order dated 20-09-2013, cited above:

"The posting of Smt. Laura Britto e Madre de Deus shall be on deputation and her appointment shall be governed on standard terms of deputation as contained in Office Memorandum No. 13/4/74-PER dated 12-02-1999 and as amended".

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 30th January, 2015.

Corrigendum

No. 22/1/2014-PER-324

Read: Government Order No. 22/1/2014-PER dated 22-01-2015.

In the Government Order referred to above, the date indicated in the second line of the said Order shall be substituted to read as "14-11-2014" instead of "14-11-2015".

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 30th January, 2015.

Department of Public Health

Certificate

No. 11/3/89-IV/PHD/4/119

Read: Government Order No. 11/3/89-IV/PHD/4 dated 17-10-2014.

Certified that the character and antecedents of Dr. Elaine Savia Barretto, Lecturer in Pedodontics

and Preventive Dentistry in Goa Dental College and Hospital, Bambolim-Goa mentioned in the above referred order have been verified by the District Magistrate, South Goa District, Margao-Goa and nothing adverse has come to the notice of the Government.

Sangeeta M. Porob, Under Secretary (Health).
Porvorim, 21st January, 2015.



Department of Town & Country Planning
Office of the Chief Town Planner

Order

No. 4-5-2-84-UDD/pt/TCP/15/444

Whereas by a Notification bearing No. 4-5-2-84-UDD/pt/TCP/15/60 dated 8th January, 2015, issued in exercise of the powers conferred by sub-sections (1) and (2) of Section 18 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the Government of Goa has been pleased to declare the areas specified in column 1 of the Schedule thereto as Planning area with limits of such area as specified in corresponding entries in column 2 of the said Schedule of the said Notification;

Whereas in accordance with the provisions of Section 20 of the Town and Country Planning Board, the Government is required to constitute a Planning and Development Authority for that Planning area for the purpose of performing the functions assigned to Planning and Development Authorities under the Act;

And whereas in the District of North Goa, the Government in consultation with the Board has already by a Notification constituted the North Goa Planning and Development Authority;

And whereas having declared the new Planning area, it is essential, pending the Constitution of a new Planning and Development Authority, to require an Authority constituted in consultation with the Board to perform the functions of the Planning and Development Authority for the newly constituted Planning area;

And whereas all constructions which are being undertaken and carried out would require on and from the date of declaration of the Planning area to approach the concerned Planning Authority for the purpose of development permission in terms of the Goa Town and Country Planning Act.

Now, therefore, in exercise of the powers conferred under sub-section (1) of Section 20 read with Section 132 and all other enabling powers in that behalf hereby constitute, for the time being, in respect of the newly declared Planning area, the North Goa Planning and Development Authority, to be the Planning and Development Authority for the said area.

By order and in the name of the Governor
of Goa.

Sd/- (Dr. S. T. Puttaraju), Chief Town Planner &
ex officio Joint Secretary (TCP).

Panaji, 3rd February, 2015.

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